

California Public Utilities Commission
505 Van Ness Avenue, 4th Floor
San Francisco, California 94102

Attn: Paul Clanon
Energy Division Director
Telephone: (415) 703-2237
Facsimile: (415) 703-2200
Email: pac@cpuc.ca.gov

14.15. Good Faith.

Each party hereby covenants that it shall perform all its actions, obligations and duties in connection with this Agreement in good faith.

14.16. Approval.

This Agreement shall be effective when it has been executed by both Parties and approved by the Commission. Except as expressly provided otherwise herein, neither Party may commence performance hereunder until such date. Any delay in the commencement of performance hereunder as a consequence of waiting for such approval(s) shall not be a breach or default under this Agreement.

DWR has determined, pursuant to Section 80014(b) of the California Water Code, that application of certain provisions of the Government Code and Public Contract Code applicable to State contracts, including but not limited to advertising and competitive bidding requirements and prompt payment requirements, would be detrimental to accomplishing the purposes of Division 27 (commencing with Section 80000) of the California Water Code and that such provisions and requirements are therefore not applicable to or incorporated in this Agreement.

The Agreement, as amended by the changes set forth in this First Amended and Restated Servicing Agreement, shall remain in full force and effect. All references to the "Servicing Agreement" or to the "Agreement" in the original Servicing Agreement or in this First Amended and Restated Servicing Agreement shall hereafter mean the First Amended and Restated Servicing Agreement, unless the context requires a different interpretation. The Parties intend this First Amended and Restated Servicing Agreement to amend the original Servicing Agreement, and in the event of irreconcilable conflict between the terms of the original Servicing Agreement and this First Amended and Restated Servicing Agreement, the terms of this First Amended and Restated Servicing Agreement shall control. The First Amended and Restated Servicing Agreement shall be effective as, if and when executed by both Parties and approved by the Commission, and until such time, the original Servicing Agreement shall remain in full force and effect.

14.17. Attachments.

The following attachments are incorporated in this Agreement:

Service Attachment 1 – Consolidated Utility Billing Services

Attachment A – Representatives and Contacts

Attachment B – Remittance Methodology

Attachment C – Sample Daily and Monthly Reports

Attachment D – General Terms and Conditions

Attachment E – Additional Provisions

Attachment F – Calculation Methodology for Reduced Remittances Pursuant
to 20/20 Program

Attachment G – Fee Schedule

Attachment H – Adjustments to DWR Charges for Variances in DWR Power
Delivered

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IN WITNESS WHEREOF, the Parties have executed this Servicing Agreement on the date or dates indicated below, to be effective as of the Effective Date.

**CALIFORNIA STATE DEPARTMENT
OF WATER RESOURCES**

**SAN DIEGO GAS & ELECTRIC
COMPANY**

By: _____

Name: _____

Title: _____

Date: _____

By: Pamela J. Fair

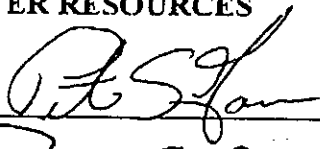
Name: Pamela J. Fair

Title: VP, Customer Operations

Date: 3/29/02

IN WITNESS WHEREOF, the Parties have executed this Servicing Agreement on the date or dates indicated below, to be effective as of the Effective Date.

**CALIFORNIA STATE DEPARTMENT
OF WATER RESOURCES**

By: 

Name: PETER S. GARRIS

Title: Deputy Director

Date: 3/29/02

**SAN DIEGO GAS & ELECTRIC
COMPANY**

By: _____

Name: _____

Title: _____

Date: _____

SERVICE ATTACHMENT 1

SAN DIEGO GAS & ELECTRIC COMPANY

CONSOLIDATED UTILITY BILLING SERVICES

Section	Title	Page
Section 1	Establishment and Maintenance of Consolidated Utility Billing	SA 1-2
Section 2	Customer Billings Procedures.....	SA 1-2
Section 3	Customer Payments.....	SA 1-4
Section 4	Collection and Nonpayment.....	SA 1-4
Section 5	Taxes and Fees Service	SA 1-4
Section 6	Late Payments	SA 1-5

SERVICE ATTACHMENT 1
SAN DIEGO GAS & ELECTRIC COMPANY
CONSOLIDATED UTILITY BILLING SERVICES

Section 1. Establishment and Maintenance of Consolidated Utility Billing.

Under Consolidated Utility Billing, Utility will include the DWR Charges with its Utility Charges on the Customer's Bill.

Section 2. Customer Billing Procedures.

2.1. Compliance with Metering Standards. Except to the extent such services are provided by a third party:

- (a) Utility shall comply with all metering standards pursuant to Applicable Tariffs.
- (b) Utility shall read and validate data from meters, and edit and estimate such data, under the terms of Applicable Tariffs.
- (c) Utility shall maintain, store and provide current and historical meter and usage data as required by Applicable Tariffs.

2.2. Presentation of DWR Charges on Consolidated Utility Bill.

- (a) DWR Charges shall appear on all Consolidated Utility Bills in the manner and at the time required by Applicable Law and Applicable Tariffs.
- (b) Notwithstanding subsection (a) above, the Utility may change the manner of bill presentation of DWR Charges upon the agreement of DWR or at the request of DWR and upon agreement by the Utility. Such agreement by DWR or Utility is not to be unreasonably withheld.
- (c) Notwithstanding subsections (a) and (b) above, no change shall be made to Consolidated Utility Bill formats without the approval of the Commission, if the Commission's approval is required under Applicable Law and Applicable Tariffs.

2.3. Billing Costs.

Utility shall be reimbursed for the reasonable costs of the Billing Services it performs for DWR under this Agreement, except for those costs that would have been incurred in providing Billing Services for Customers in the absence of this Agreement. The Parties agree that the Commission has jurisdiction to address any dispute concerning

the reasonableness of the costs of Billing Services charged to DWR under this Agreement.

2.4. Adjustments to DWR Charges.

Utility will resolve all disputes with Customers relating to DWR Charges consistent with Applicable Tariffs and prevailing industry standards. Utility will not waive any late payment fee or modify the terms of payment of any amounts payable by Customer unless such action is consistent with the action taken with respect to its own Charges and Applicable Tariffs. In the event that DWR is entitled by Applicable Law to collect Exit Fees as a component of DWR Charges, this Agreement may be amended to facilitate the calculation and collection of such Exit Fees, and any such amendment shall be submitted to the Commission.

2.5. Format of Consolidated Utility Bills.

Utility shall conform to such requirements in respect of the format, structure and text of Consolidated Utility Bills as Applicable Law and Applicable Tariffs shall from time to time prescribe. Utility shall, subject to the requirements of Sections 1 and 2 of this Service Attachment 1, determine the format and text of Consolidated Utility Bills in accordance with its reasonable business judgment, and its policies and practices with respect to its own charges.

2.6. Customer Notices.

- (a) If DWR Charges are revised at any time, Utility shall, to the extent and in the manner and timeframe required by Applicable Law, provide Customers with notice announcing such revised DWR Charges. Such notice shall, as appropriate, include publication, inserts to or in the text of the bills or on the reverse side of bills delivered to Customers, and/or such other means as Utility may from time to time use to communicate with its customers. The format of any such notice shall be determined by the mutual agreement of the Parties, subject to approval by the Commission's public advisor.
- (b) In addition, at least once each year, to the extent permitted by Applicable Law, Utility shall cause to be prepared and delivered to Customers a notice stating, in effect, that DWR Power and DWR Charges are owned by DWR and not Utility. Such notice shall be included, in a manner and format to be agreed upon by the Parties, subject to approval by the Commission's public advisor, either as an insert to or in the text of the bills or on the reverse side of bills delivered to such Customers or shall be delivered to Customers by electronic means or such other means as Utility may from time to time use to communicate with its Customers.

2.7. Delivery.

Utility shall deliver all Consolidated Utility Bills (i) by United States Mail in such class or classes as are consistent with policies and practices followed by Utility with respect to its own charges or (ii) by any other means, whether electronic or otherwise, that Utility may from time to time use to present its own charges to its customers. In the case of Consolidated Utility Billing Service, Utility shall pay from its own funds all costs of issuance and delivery of Consolidated Utility Bills, including but not limited to printing and postage costs as the same may increase or decrease from time to time, except to the extent that the presentation of DWR Charges and any associated bill messages or notices (including, without limitation, bill inserts and published notices) materially increase the costs in which case such increase in costs shall be borne solely by DWR. To the extent practicable, Utility agrees to give DWR seven calendar days prior written notice of any such additional costs. Any such increased costs shall be invoiced to DWR as Additional Charges and shall be subject to the provisions of Section 7 of the Agreement.

Section 3. Customer Payments.

Utility shall permit Customers to pay DWR Charges through any of the payment options then offered by Utility to Customers for payment of Utility Charges appearing on the Consolidated Utility Bill. Utility shall not permit Customers to direct how partial payments of balances due on Consolidated Utility Bills will be applied. Utility will credit all payments received from a Customer as set forth in Attachment B hereto.

Section 4. Collection and Nonpayment.

4.1. Collection of DWR Charges.

Utility will collect DWR Charges in accordance with its standard practices, and will notify Customers of amounts overdue for DWR Charges in accordance with such practices. Such collection practices shall conform to all requirements of Applicable Law and Applicable Tariffs. Utility will post all payments for DWR Charges as promptly as practicable, but in no case less promptly than Utility posts payments for Utility Charges.

4.2. Termination of Customer's Electrical Service.

Utility shall adhere to and carry out disconnection policies in accordance with Applicable Law.

Section 5. Taxes and Fees Service.

Subject to Section 7.3, Utility will collect and remit to the various authorities the taxes and fees assessed to Customers on the DWR Charges.

Section 6. Late Payments.

In the event that Utility receives late payment interest charges from a Customer, such payment shall be allocated to DWR based upon the same proportion that DWR Charges bear to the total Utility Charges on the Consolidated Utility Bill. Utility shall not allocate to DWR any other late payment service charges or collection fees (including but not limited to disconnection or reconnection services or similar charges related to Customer defaults).

ATTACHMENT A
SAN DIEGO GAS & ELECTRIC COMPANY
REPRESENTATIVES AND CONTACTS

A. Parties Representatives:

Utility Representative:

San Diego Gas & Electric Company
Customer Service Solutions
8335 Century Park Court, CP11E
San Diego, California 92123

Attn: Dawn Osborne
Direct Access Strategy & Policy Manager
Telephone: (858) 654-1275
Facsimile: (858) 654-1256
Email: dosborne@sdge.com

DWR Representative:

State of California
The Resources Agency
Department of Water Resources
California Energy Resources Scheduling Division
3310 El Camino Avenue, Suite 120
Sacramento, California 95821

Attn: Viju Patel
Energy Advisor
Telephone: (916) 574-0339
Facsimile: (916) 574-2512
Email: vpatel@water.ca.gov

B. Contact Persons:

The Parties shall make the following contact person(s) available with respect to the operational matters described below:

1. Billing Services:

Utility Contact:

Financial Reporting & Remittances:
Sempra Energy

Financial Accounting
101 Ash Street, PZ05B
San Diego, California 92101

Attn: Alan Burye
Principal Accountant
Telephone: (619) 696-2221
Facsimile: (619) 696-4182
Email: aburye@sempira.com

Utility Fees & Charges:

San Diego Gas & Electric Company
Customer Service Solutions
8335 Century Park Court, CP11E
San Diego, California 92123

Attn: Dawn Osborne
Direct Access Strategy & Policy Manager
Telephone: (858) 654-1275
Facsimile: (858) 654-1256
Email: dosborne@sdge.com

DWR Contact:

State of California
The Resources Agency
Department of Water Resources
California Energy Resources Scheduling Division
3310 El Camino Avenue, Suite 120
Sacramento, California 95821

Attn: Jim Olson, Deputy Comptroller
Chief of Financial Management and Reporting
Telephone: (916) 574-1297
Facsimile: (916) 574-0301
Email: jolson@water.ca.gov

2. Scheduling, delivery and transmission:

Utility Contact:

San Diego Gas & Electric Company
Fuel & Power Supply
8306 Century Park Court, CP41D

San Diego, California 92123

Attn: Michael Strong
Industry Restructuring & Energy Accounting Manager
Telephone: (858) 650-6154
Facsimile: (858) 650-6190
Email: mgstrong@sdge.com

DWR Contact:

State of California
The Resources Agency
Department of Water Resources
California Energy Resources Scheduling Division
3310 El Camino Avenue, Suite 120
Sacramento, California 95821

Attn: Susan Lee, Principal HEP Utility Engineer
Chief of Energy Scheduling and Trading
Telephone: (916) 574-1304
Facsimile: (916) 574-0301
Email: slee@water.ca.gov

ATTACHMENT B
SAN DIEGO GAS & ELECTRIC COMPANY
REMITTANCE METHODOLOGY

A. Daily Remittances

Payments will be collected by Utility as an agent for DWR. Payments shall be allocated and applied using Utility's payment posting priority process (described below). All partial payments to Utility will be prorated based on the payment posting priority. During Utility's nightly processing during any Business Day, payments for DWR Charges that the Utility collects on behalf of DWR will be identified and credited to DWR's account and will be transmitted on the next Business Day, by an electronic funds transfer credit to DWR for settlement. The Parties first preference for electronic funds transfer will be by Automated Clearing House (ACH) and its secondary preference will be by wire transfer. Utility process timing will dictate which electronic funds transfer will be used. During the first 60 day start-up period, wire transfer will be used exclusively.

B. Proposed Process and Sample Timeline for DWR Automated Daily Remittance

1. Day (-19) - Customer statements are sent out.
2. Business Day 0 - Customer makes payment and payment is allocated per payment posting priority.
3. Business Day 0 - Utility's billing system identifies payments and applies DWR portion based on pre-established payment posting criteria, representing a constructive account for DWR. The parties acknowledge that payments received from Customers consist of payments to Utility and payments to DWR and that until DWR's portion is remitted to DWR, such funds will be held together by Utility. Until remitted to DWR, Utility shall hold DWR's portion of payments in trust for the benefit of DWR (whether or not held with other monies).
4. Business Day 1 - Payment is sent to DWR based on remittance schedule. DWR acknowledges delays of up to 3 Business Days may occur due to errors, system failures and other factors. DWR agrees that such delays shall not constitute a default pursuant to Section 5.2 of the Agreement provided, however, that Utility shall undertake commercially reasonable efforts to rectify any cause for such delay. Utility shall promptly notify DWR when any such delay occurs and the expected date for returning to the normal schedule. In cases where ACH electronic payment is remitted, SDG&E will remit to its bank on Business Day 1. DWR agrees that this payment meets SDG&E's remittance schedule requirements pursuant to Section 4.2 and Attachment B.
5. Adjustments for misapplied payments, returned checks, payment transfers, and miscellaneous adjustments will be reflected in the Remittance as those adjustments are made in Utility's billing system.

C. Collection of DWR Charges

1. As permitted by Applicable Law, Utility will disconnect Customers' electric service for unpaid DWR Charges. Disconnection for DWR Charges will be performed in the same manner as Utility disconnects for its own charges and consistent with applicable tariffs.

2. Responsibility for collection of any DWR Charges that remain unpaid 145 calendar days after the final statement was issued shall become the sole responsibility of DWR. However, Customer payments received by Utility after such reversion to DWR will continue to be applied on a pro-rata basis to DWR Charges for a period of no longer than 3 years after the customer's account was closed and final bill rendered by the Utility.

3. Utility may use collection agency services to recover outstanding balances on customer's closed accounts. When DWR receives benefit of such services through recovery of payments to customer accounts, Parties agree that DWR's payment remittances will be adjusted to account for the pro-rata share of collection agency fees associated with DWR's portion of recovered charges

D. Survival of Payment Obligations

Utility has the right but not the obligation to pursue collection of DWR Charges after 180 calendar days following the termination of this Agreement pursuant to Section 5. Provided, however, Utility may continue collection services for a period of 3 years after the customer's account was closed if prior to the termination of this Agreement the Parties reach a mutually satisfactory arrangement either to (i) reimburse SDG&E for its estimated reasonable costs to continue with collection and allocation activities for such period or (ii) estimate the amount of collections that are reasonably likely to be recovered, which amount (including discounts for cash flow impacts) Utility shall promptly remit to DWR in full satisfaction of its collection services.

E. Deposits Securing DWR Charges

In accordance with Applicable Tariffs, Utility shall collect security deposits from Customers and return those security deposits to Customers. Such security deposits will be applied pro rata to DWR Charges in the event a Customers billing account is closed with the Utility.

F. Other Operating Revenue Collected by Utility

DWR shall have no rights in or entitlements to charges associated with Utility's collection or payment activities, including but not limited to, returned check charge, reconnection of service charge, field assignment charge, and other service charges related to billing, payment or collections. However, pursuant to Section 6 of Service Attachment 1, late payment interest charges will be applied pro-rata to DWR Charges.

G. Payment Posting Priority

1. Priority

Utility payment posting rules will assign equal priority to Utility gas and electric energy and service charges, and DWR Charges. Payments will be prorated among all categories of unpaid disconnectible charges and DWR Charges based on the amount owing in each statement, beginning with the oldest amounts outstanding. Utility's payment posting priority enables Utility to make timely payments to Utility, DWR, and other agencies/Cities where Utility is required to collect surcharges, fees and taxes. Any non-disconnectible charges outstanding, will be paid with any remaining credit balance.

2. Payment Posting Rules

a. Payments will be applied to the oldest statements first.

b. Payments will be applied on a pro-rata basis between Utility gas and electric energy/service charges in the following illustrative manner:

<u>Sample:</u>	<u>Electric</u>	<u>Gas</u>	<u>Total</u>
Bill Date 6/10/01	\$100.00	\$100.00	\$200.00
% of Total	50%	50%	100%
Payment 6/25/01	\$50.00	\$50.00	\$100.00
% of Total	50%	50%	100%

3. Within the Utility Charges shown on each statement, the payment/credit will be prorated among all unpaid charges based on the amount owing in each category in the following illustrative manner:

<u>Sample:</u>	<u>SDG&E</u>	<u>DWR</u>	<u>FF/Taxes</u>	<u>Total</u>
Bill Due 6/10/01	\$35.00	\$60.00	\$5.00	\$100.00
% of Total	35%	60%	5%	100%
Payment 6/25/01	\$17.50	\$30.00	\$2.50	\$50.00
% of Total	35%	60%	5%	100%

H. Transition to Billing Effective Date and Reconciliation

1. The Parties recognize that prior to the date on which Utility mails a Consolidated Utility Bill which reflects a separate line item or denotation of DWR Charges (the "Billing Effective Date"), Utility shall continue to remit DWR Charges based upon the remittance methodology set forth in the Restated Letter Agreement, dated June 18, 2001 and referenced in Attachment E to this Servicing Agreement (the "Restated Letter Agreement").

Commencing on the Business Day following the Billing Effective Date, Utility will commence daily remittances based upon the procedures set forth herein and in Section 4.2 of the Agreement.

2. No more than monthly following the Billing Effective Date, Utility may submit to DWR a reconciliation, in form and substance reasonably acceptable to DWR, of (i) the amounts remitted to DWR pursuant to the Restated Letter Agreement prior to the Billing Effective Date and (ii) the amounts due to Utility from DWR in accordance with Schedule 2 of the Restated Letter Agreement. A final Reconciliation Payment shall be calculated by Utility within 180 days after the Effective Date of this Servicing Agreement. Each Reconciliation Payment shall be due and payable by DWR not later than 3 Business Days following receipt by DWR of an invoice therefor. If DWR has not made payment of a Reconciliation Payment within 3 Business Days after receipt of an invoice therefor, submitted with regard to either a monthly Reconciliation Payment or upon final reconciliation as described above, and DWR has not objected in writing or orally, promptly confirmed in writing, of the amount or method of calculation of such Reconciliation Payment, then Utility may deduct such Reconciliation Payment from the Daily Remittance next payable, and the Daily Remittance Report shall reflect such deduction.

ATTACHMENT C
SAN DIEGO GAS & ELECTRIC COMPANY
SAMPLE DAILY AND MONTHLY REPORTS

A. Sample Daily Cash Receipts Report:

Report Id:XXXXXXX PGM ID: XXXXXX	SAN DIEGO GAS & ELECTRIC DWR NET CASH POSITION FOR THE DAY ENDING XX/XX/XXXX	Process Date: XX/XX/XXXX Run Date: XX/XX/XXXX	Page: X Time: XX:XX
TOTAL DWR CHARGES PAID:		\$ 55.00	

B. Sample Monthly Remittance Report:

San Diego Gas and Electric Summary of DWR Energy Billings/Payments/Chargeoffs			
Business Month:	mm/yyyy		
Beginning DWR Balance	\$x,xxx,xxx.xx		
New Billings to Customers	\$x,xxx,xxx.xx	ADD	
Payments by Customers	\$x,xxx,xxx.xx	SUBTRACT	
Bad Debts charged off	\$x,xxx,xxx.xx	SUBTRACT	
Other program (I.e. 20/20) adjustments	\$x,xxx,xxx.xx		
Ending DWR Balance	\$x,xxx,xxx.xx		

C. **Daily and Monthly Billing Report:**

San Diego Gas & Electric DWR Customer Billing Report Day XXX or Month XXX				
LINE	DESCRIPTION	System kWh	DWR kWh	DWR Billed Amount
1	SCHEDULE DR			
2	SCHEDULE DR-LI			
3	SCHEDULE DM			
4	SCHEDULE DS			
5	SCHEDULE DT			
6	SCHEDULE DT-RV			
7	SCHEDULE D-SMF			
8	SCHEDULE DR-TOU			
9	SCHEDULE DR-TOU-2			
10	SCHEDULE EV-TOU			
11	SCHEDULE EV-TOU-2			
12	SCHEDULE EV-TOU-3			
13	SCHEDULE A			
14	SCHEDULE A-TC			
15	SCHEDULE A-TOU			
16	SCHEDULE AD			
17	SCHEDULE AL-TOU			
18	SCHEDULE A6-TOU			
19	SCHEDULE AO-TOU			
20	SCHEDULE NJ			
21	SCHEDULE AY-TOU			
22	SCHEDULE A-V1			
23	SCHEDULE A-V2			
24	SCHEDULE A-V3			
25	SCHEDULE RTP-1			
26	SCHEDULE RTP-2			
27	SCHEDULE S			
28	SCHEDULE I-3			
29	SCHEDULE PA			
30	SCHEDULE PA-TOU			
31	SCHEDULE PA-T-1			
32	SCHEDULE SPEC			
33	SCHEDULE LS1			
34	SCHEDULE LS2			
35	SCHEDULE LS3			
36	SCHEDULE OLI			
37	SCHEDULE DWL			
38	SCHEDULE ATS			
39	SCHEDULE ART			
40	SCHEDULE DG6			
41	UNDEFINED RATE			
42	Total			

ATTACHMENT D
SAN DIEGO GAS & ELECTRIC COMPANY
GENERAL TERMS AND CONDITIONS

For purposes of this Attachment D, Utility shall be deemed to be the "Contractor" hereunder. To the extent that Contractor's compliance with any of the terms of this Attachment D results in additional costs and expenses for Contractor (except to the extent the terms of this Attachment D merely require compliance with laws or regulations which apply to the Contractor irrespective of the existence of this Agreement), Contractor will invoice DWR for such additional costs and expenses, and DWR shall pay such invoices as Additional Charges, in the manner contemplated by Section 7 of the Agreement.

1. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

2. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all contracts with subcontractors to perform work under the Agreement.

3. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES attached hereto are hereby incorporated by reference and made a part of this Agreement.

4. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges that:

a. the contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. the contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

5. UNION ORGANIZING: Contractor by signing this Agreement hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this Agreement.

a. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.

b. No state funds received under this agreement will be used to assist, promote or deter union organizing.

c. Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.

d. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, or EXECUTE THIS CERTIFICATION, in the manner required by Applicable Law, certifying thereby that I am duly authorized to legally bind the entity identified below to the clause(s) listed in the following numbered paragraphs 1-5. This certification is made under the laws of the State of California.

San Diego Gas & Electric Company

By: Pamela J. Fair

Name: Pamela J. Fair

Title: VP Customer Operations

Date: 3/29/02

Federal ID Number _____

Executed in the County of _____

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date or dates indicated below.

**STATE OF CALIFORNIA DEPARTMENT
OF WATER RESOURCES**

By: Peter S. Garris

Name: PETER S. GARRIS

Title: DEPUTY DIRECTOR

Date: 3/29/02

**SAN DIEGO GAS AND ELECTRIC
COMPANY**

By: _____

Name: Pamela J. Fair

Title: Vice President – Customer Services

Date: _____

Approved as to legal form
and sufficiency:

Chief Counsel
Department of Water Resources

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) .

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which

orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296)

4. **RECYCLED MATERIALS:** Contractor hereby certifies under penalty of perjury that at least 0% of the materials, goods and supplies offered or products used in the performance of this Agreement meet or exceed the minimum percentage of recycled materials as defined in Sections 12161 and 12200 of the Public Contract Code.

5. **UNION ACTIVITIES:** In compliance with California Government Code Sections 16645 – 16649, Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will be made for costs incurred to assist, promote or deter union organizing.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits

discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

6. **PAYEE DATA RECORD FORM STD. 204:** All contractors that are not another state agency or other government entity must complete this form.

ATTACHMENT E
SAN DIEGO GAS & ELECTRIC COMPANY
ADDITIONAL PROVISIONS

1. The Restated Letter Agreement between San Diego Gas & Electric Company (SDG&E) and the California Department of Water Resources (DWR), dated June 18, 2001, as it may be amended or modified from time to time (the "Restated Letter Agreement"). The Restated Letter Agreement provides for continued DWR procurement for SDG&E customers of SDG&E's "full net short" (consisting of substantially all of the power and ancillary services not provided by SDG&E's retained generation) through December 31, 2002. The reference to the Restated Letter Agreement in this Attachment E provides no independent basis for enforcement of the Restated Letter Agreement.
2. Memorandum of Understanding (MOU) with the California Department of Water Resources (DWR), dated June 18, 2001, San Diego Gas & Electric Company (SDG&E) and its parent Company, Semptra Energy. The MOU contemplates the implementation of a series transactions and regulatory settlements and actions to resolve many of the issues affecting SDG&E and its customers arising out of the California energy crisis. The MOU contemplates, among other matters, the sale of SDG&E's transmission system to DWR or another state agency. The MOU also contemplates that DWR's net-short procurement obligations contained in the Restated Letter Agreement are subject to earlier termination upon the satisfaction of regulatory and other conditions intended to assure SDG&E's timely recovery of costs incurred in resuming power procurement for its customers. The reference to the MOU in this Attachment E provides no independent basis for enforcement of the MOU.
3. Letter Agreement between the California Department of Water Resources (DWR) and San Diego Gas & Electric Company (SDG&E). This Letter Agreement provides for the payment of SDG&E's costs to (i) implement and maintain a billing system to remit customer payments to DWR, (ii) implement the 20/20 program, and (iii) implement load curtailment programs under Assembly Bill (AB) 1X, related Executive Orders, and California Public Utilities Commission (CPUC) orders and decisions.
4. Notwithstanding (i) the terms, execution or operation of the Servicing Agreement, (ii) the approval of, any modification to, or any other action taken with respect to or having an effect on the Agreement by the Commission or any other Governmental Authority, or (iii) any other action taken by a Governmental Authority, Utility hereby reserves all rights (if any) in any forum to contest, oppose, appeal, comment on, or otherwise seek to revisit, alter, modify or set aside any present or future decisions, orders, opinions, rulings, or actions or omissions to act by the Commission or any other Governmental Authority, whether in draft, interim or final form, arising out of, relating to, or connected with (x) the calculation of DWR Charges or DWR Revenues and the allocation of costs and amounts of electric capacity and output among the customers of electrical corporations, (y) the interpretation and/or legality of Applicable Law or Applicable Commission Orders, or (z) remittance of such calculated amounts by Utility to DWR or its Assign(s)

under Applicable Law or Applicable Commission Orders in a manner inconsistent with this Agreement or Utility's ability to perform its utility functions.

ATTACHMENT F
SAN DIEGO GAS & ELECTRIC COMPANY
CALCULATION METHODOLOGY FOR REDUCED REMITTANCES
PURSUANT TO 20/20 PROGRAM

A. Reimbursement of 20/20 Rebate Costs

1. Utility shall recover the amount of customer credits under the 20/20 Plan as follows:

a. Under the Restated Letter Agreement referenced in Attachment E, the Utility shall reduce any remittances to DWR under the Act or the California Public Utilities Commission (CPUC) Decision 01-03-081 by the daily amount equal to the total of such customer credits no later than 15 days after the presentation of credits on customer bills.

b. Under the remittance provision of Attachment B of this Servicing Agreement, Utility shall reduce any remittances to DWR under the Act or the California Public Utilities Commission (CPUC) Decision 01-03-081 by the daily amount equal to the total of such customer credits on the 5 day after the presentation of credits on customer bill.

c. If the amount that Utility is entitled to offset on any day exceeds the funds otherwise due to DWR, the balance will be carried over to the next day. If it appears that the amount Utility is entitled to offset will exceed the funds due to DWR for more than 3 consecutive days, then Utility will invoice DWR with an estimate of the amount due to Utility. DWR will pay such invoice within 1 Business Day of receipt. For purposes of this Attachment F, the credits or payments shall refer to the 20 percent reduction applied to customers' total net electric charges (including applicable rate surcharges), and shall include credits or payments made to resolve Customer disputes or reflect corrected bills following the end of the program.

B. Customer credits under the 20/20 Plan will be applied to Customer accounts as follows:

Customer credits under the 20/20/ Plan will be applied to customer accounts at time of billing and allocated to DWR according to the same payment posting priority set forth in Attachment B, Section G. In those instances in which the credit exceeds the outstanding charges, the excess credit will remain on the account and be applied to future charges in the same manner.

C. Reimbursement of 20/20 Implementation Costs

DWR will pay to Utility an implementation fee and recurring fees in order to cover Utility's reasonable development and on-going costs for the procedures, systems and

mechanisms that are necessary to implement and support the 20/20 Program. Utility shall invoice DWR for payment of the implementation fee and recurring fees with reasonable supporting documentation in accordance with Section 7.2 of the Servicing Agreement. Final invoice to be submitted to DWR no later than February 28, 2002.

D. Estimated Costs:

1. The intent is to reimburse the actual, incremental costs incurred by SDG&E. SDG&E will exercise reasonable commercial efforts in managing their operations to minimize costs and keep within the budgeted costs shown in the table below.
2. SDG&E shall invoice DWR after a 20/20 Program implementation activity described below has been completed and will undertake reasonable commercial efforts to track and keep costs within the estimated costs shown in this Attachment F.
3. For the majority of SDG&E's 20/20 Implementation Costs (Items 1-6 in the table below), SDG&E will invoice DWR based on actual costs and provide DWR with an invoice itemizing and documenting such costs.
4. For costs classified as "Increased Customer Bill Inquiries" (Items 7 through 11 in table below) SDG&E is unable to track, itemize and document Implementation Costs without undertaking extensive system programming and hardware upgrades. Accordingly, DWR agrees SDG&E shall utilize the SDG&E Estimated Costs shown in this Attachment F for SDG&E's invoicing purposes without undertaking a true-up to actual costs. Invoicing for Increased Customer Bill Inquiries will be handled in the following manner:
 - a. SDG&E shall invoice DWR each month based on the Increased Customer Bill Inquiries cost estimates prorated by month, shown below.
 - b. If SDG&E experiences a significantly higher or lower difference in activity levels of customer bill inquiries, SDG&E will notify DWR and provide to DWR documentation reasonably necessary to establish such activity levels. SDG&E and DWR shall negotiate a mutually acceptable adjustment based on an estimate of reasonable costs for Increased Customer Bill Inquiries.

Expense Items	Quantity or Unit Costs	2001	June	July	Aug	Sep	Oct	Nov	
1 Billing Systems Programming	One Time Fee	\$ 62,000							
2 Website Change	One Time Fee	\$ 3,500							
Call Center Training Development, Delivery and									
3 Materials	One Time Fee	\$ 12,000							
4 Bill Inserts	Set-up and Ongoing	\$ 26,500							
Direct Mail to Com/Industrial									
5 Customers, including postage	One Time Fee	\$ 80,000							
6 Fact Sheets	Set-up and Ongoing	\$ 10,000	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500			
7 Increase in Customer Contacts	Ongoing		\$25,000	\$ 75,000	\$75,000	\$75,000	\$25,000	\$25,000	
8 Increase in Field Calls	Ongoing			\$ 8,700	\$ 8,700	\$ 8,700	\$ 8,700	\$ 8,700	
9 Increase in Re-reads	Ongoing			\$ 1,300	\$ 1,300	\$ 1,300	\$ 1,300	\$ 1,300	
10 Increase in Re-bills	Ongoing			\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	
11 Increase Meter Tests	Ongoing			\$ 2,900	\$ 2,900	\$ 2,900	\$ 2,900	\$ 2,900	
Total Estimated Admin Costs		\$194,000	\$27,500	\$ 90,700	\$90,700	\$90,700	\$38,200	\$38,200	\$570,000

D. 20/20 Program Reporting

1. **Daily** – To the extent reasonably possible, each Business Day SDG&E shall provide DWR with a report showing the aggregated dollar amount and number of 20/20 credits applied to Customer accounts.

2. **Monthly** – To the extent reasonably possible, SDG&E shall provide DWR with monthly reports showing the monthly total number of customer accounts by rate schedule and the corresponding 20/20 credit amount and energy use statistics as identified in the sample monthly report below. Monthly reports will be completed within 10 business days after the first of each month.

3. **Program Summary** – To the extent that SDG&E completes any additional analysis of the results of the 20/20 program, SDG&E will provide to DWR such analysis. Any additional findings, including "lessons learned" and recommendations for future similar programs, will also be provided to DWR.

Sample Daily Report – 20/20

Report Id:XXXXXXX

SAN DIEGO GAS & ELECTRIC

Process Date: XX/XX/XXXX

Page: X

PGM ID: XXXXXX

DWR 20/20 CREDIT REPORT

Run Date:

XX/XX/XXXX

Time: XX:XX

FOR THE DAY ENDING XX/XX/XXXX

Summary Results of 20/20 Conservation Program: July 2001

	Total	20/20	20/20	20/20	20/20	20/20	20/20	20/20	20/20
Rate Schedule	Number Of Accounts	Credits Issued	Credits Issued (%)	Credits Issued (\$)	Avg. Credit (\$/Account)	Benchmark kWh	Actual kWh	Reduction kWh	Reduction (%)
DR									
DR-LI									
DM									
DS									
DT									
DT-RV									
D-SMF									
DR-TOU									
DR-TOU-2									
EV-TOU									
EV-TOU-2									
EV-TOU-3									
Total Residential									
A									
A-TC									
Total Small Commercial									
AD									
A-TOU									
AY-TOU									
AL-TOU									
AO-TOU									
A6-TOU									
A-V1									
A-V2									
RTP-2									
NJ									
Total Medium & Large Comm. And									
PA									
PA-TOU									
PA-T-1									
Total Agricultural									
LS-3									
Total Street Lighting									
Total System									

ATTACHMENT G
SAN DIEGO GAS & ELECTRIC COMPANY
FEE SCHEDULE

A. DWR Billing Agent Cost Estimates:

The following chart provides an estimate of SDG&E's implementation and administrative costs ("Billing Service Implementation Costs") associated with providing Billing Services to DWR pursuant to the Agreement.

1. SDG&E shall invoice DWR in accordance with Section 7.2 of the Servicing Agreement after a Billing Service activity has been completed and will exercise commercially reasonable efforts to track and keep costs within the estimated Billing Service Implementation Costs shown in this Attachment G.
2. For the majority of SDG&E's Billing Service Implementation Costs, SDG&E will invoice DWR based on actual costs and provide DWR with an invoice itemizing and documenting such costs.
3. In certain circumstances SDG&E is unable to track, itemize and document Billing Services Implementation Costs without undertaking extensive system programming and hardware upgrades. Accordingly, DWR agrees that in these circumstances SDG&E shall utilize the SDG&E Estimated Billing Service Implementation Costs shown in this Attachment G for SDG&E's invoicing purposes without undertaking a true-up to actual costs. However, DWR reserves the right to dispute all or any portion of such invoice in which event Section 7.1 shall govern the resolution of any such dispute. Provided, however, DWR and SDG&E shall undertake in good faith efforts to resolve any dispute prior to resorting to such dispute resolution process

B. Billing Service Implementation Costs

Additional Charges reflect SDG&E's estimated costs for Billing Services, which the Parties agree may be used when SDG&E would incur increased costs as a result of performing DWR Billing Services pursuant to the Agreement. The items listed are intended to facilitate contract management and are not intended to reflect an exhaustive and inclusive list of Additional Charges that may arise.

Description	Set-Up Cost Estimate	Recurring Costs	Additional Charges	Comments
Energy Data Management	\$32,000	\$8,000		
DWR Remittance & Reporting		20,000		
Customer Billing/Payment Processing	300,000	93,000		
Training	12,000			
Fact Sheet	11,000	11,000		
Bill Insert	5,500			Shared cost due to multiple communication – DWR @ 20%
Brochure Revision	2,500			Shared cost due to multiple communication – DWR @ 20%
Website Changes	3,500			
Direct Mail			\$500,000	Each mailing to all customers
DWR Revenue Req. Ntc	500,000			May/June direct mailing to Large & Small customers
Bill Insert			26,500	One bill insert to all customers
Customer Contacts			6.25	Per contact
Rebilling – Load Profile			3.50	Per month, per meter
Rebilling – IDR metering			49.00	Per month, per meter
Increased Postage			.21	Per piece mailed
Actual Invoice Cost of Annual Report (Section 8.4)			TBD	Cost dependent on audit requirements
Total	\$866,500	\$132,000		
Monthly Recurring		\$11,000		

ATTACHMENT H
SAN DIEGO GAS & ELECTRIC COMPANY
ADJUSTMENTS TO DWR CHARGES FOR VARIANCES IN DWR POWER
DELIVERED

A. SDG&E Remittance Percentage Calculation and True-up

In accordance with SDG&E's Schedule EECC, as it may be modified or superceded by the CPUC from time to time, SDG&E calculates each hour the percentage of Customers electricity use that is supplied by DWR (the "Hourly Percentage Factor"). This percentage is calculated using Final Hour-Ahead Schedules that reflect estimated Customer electricity use. "Estimated Customer Use" shall be defined as the forecasted Customer usage used to establish the Final Hour-Ahead Schedule adjusted using other data that may become available within one day of the Trade Day, as appropriate, to more accurately reflect actual Customer usage. As final settlement statements reflecting actual meter data and electricity deliveries are received from the ISO, SDG&E will calculate the actual Hourly Percentage Factors. For each hour, the estimated Hourly Percentage Factor will be subtracted from the actual Hourly Percentage Factor to determine the Hourly Percentage Factor difference. At the end of each month, a weighted average Hourly Percentage Factor difference will be calculated using all trade dates for which SDG&E has received from the ISO final settlement statements during such month. This weighted average difference will then be adjusted, if necessary, by commodity revenue dollars for the different periods to obtain an adjustment percentage that will be applied as an hourly adjustment in the next month's calculations of Hourly Percentage Factors.

B. Detailed Process

1. Hourly Percentage Factor Calculation:

This calculation is performed on T+1 (the day after the energy is used).

For each day T (trade date) SDG&E will retrieve from ISO published CERS hour-ahead final schedule the amount of DWR energy that is scheduled from SDG&E.

For each day T SDG&E will develop estimates of Customer usage and imbalance energy for each hour.

These two components, along with output from the True-up Process, will be used to calculate the Hourly Percentage Factor. SDG&E will calculate the Hourly Percentage Factor for each hour of a trade day T by: (i) dividing the CERS' Final Hour Ahead Schedule plus estimated imbalance energy schedule for such hour by the SDG&E Estimated Customer Usage for such hour; and (ii) adding the true-up adjustment

percentage applicable for the current month, calculated in accordance with Section B.2, below.

2. True-up Process:

The ISO publishes final settlement statements on $T + 51$ business days. The actual meter data on the final settlement statements will be used to calculate the actual Hourly Percentage Factor. The CERS Hour Ahead Final Schedule quantity will be divided by the actual meter data to obtain the actual Hourly Percentage Factor, except that during the term of the Restated Letter Agreement the sum of the CERS Hour Ahead Final Schedule quantity and the Imbalance Energy for each corresponding hour will be divided by the actual meter data to obtain the actual Hourly Percentage Factor.

For each hour the estimated Hourly Percentage Factor will be subtracted from the actual Hourly Percentage Factor to determine the Hourly Percentage Factor difference.

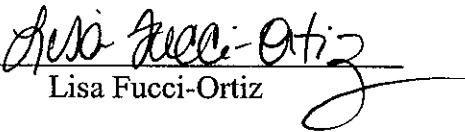
At the end of each month, a weighted average Hourly Percentage Factor difference will be calculated using all trade dates for which final settlement statements were received during that current month. The weight for the average will be the total Customer load, based on actual meter data for each hour. For all trade dates, for which final settlement statements were received during the current month, the actual meter data will be obtained. For each hour, the Hourly Percentage Factor difference will be multiplied by the actual meter data for that hour and then divided by the sum of actual meter data for all hours in the month. All the individual hour weighted results for that month will then be summed to obtain the weighted average Hourly Percentage Factor difference.

The Hourly Percentage Factor will then be adjusted by the commodity revenue dollars for the two time periods: (i) trade dates for which final settlement statements were received, and (ii) next calendar month). Average commodity revenue dollars represent the combined billed electric commodity revenues for both SDG&E and DWR (in dollars). The weighted average Hourly Percentage Factor difference will be multiplied by commodity revenue dollars for the trade dates for which final settlement statements were received divided by next forecasted average commodity revenue dollars for the next calendar month.

This adjusted percentage will then be applied as the true-up adjustment percentage in the next month's Hourly Percentage Factor calculations. The true-up adjustment percentage will be added to the calculation of the Hourly Percentage Factor in accordance with Section B.1, above.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the **PETITION OF SAN DIEGO GAS & ELECTRIC COMPANY (U 902-M) FOR MODIFICATION OF DECISION 01-09-013** has been served electronically and by mail on all parties of record or to the attorney of record in service list A.01-06-039 and A.00-11-038.

By: 
Lisa Fucci-Ortiz

Date: March 29, 2002

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